IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMONS FOR JUDGMENT NO.258 OF 2005
IN
SUMMARY SUIT NO.3621 OF 2004

Bank of India ....Plaintiff
V/s.
D.B. Karande & Anr. ....Defendants

Mr.O.A. Das for the Plaintiff.
Mr.S.V. Masurkar for the Defendants.

CORAM : S.J. VAZIFDAR, J.
DATED : 28TH NOVEMBER, 2005.

P.C. :

1. The suit is filed to recover the amounts lent and advanced by the Plaintiff to Defendant No.1. Defendant No.2 is the guarantor.

2. In respect of the aforesaid facilities, Defendant No.1 has executed various documents including a promissory note. Defendant No.2 has executed a guarantee.

3. That the loan was advanced is not denied. That the same has not been repaid is not denied. The promissory note stipulates the interest at 16% p.a.

4. There is no defence to the suit.

5. In the circumstances, the Summons for Judgment is made absolute and the suit is decreed as prayed with costs.

. Refund as per rules.